

REMARKS

Reconsideration and the timely allowance of the pending claims, in view of the following remarks, are respectfully requested.

In the pending Office Action, the Examiner rejected claims 37-38 and 40, under 35 U.S.C. §102(e), as allegedly being anticipated by Bell '606 (U.S. Patent No. 6,574,606); and rejected claims 41-42, under 35 U.S.C. §103(a), as allegedly being unpatentable over Bell '606.

By this Request, no changes to the claims have been submitted. As such, claims 37-38 and 40-42 are still presented for examination, of which claims 37 and 38 are independent.

Applicants traverse the §102(e) and §103(a) rejections for the following reasons:

I. Rejections Under §102(e) & §103(a).

As noted above, independent claim 37 is directed to a computer readable medium storing thereon a program for causing the computer to perform as a portal site server being a part of a system operated by an insurance company to grant compensation to a user, and positively recites a compensation-granting database configured to store URL information of the member store in advance; a URL rewriting unit which receives a second URL of a web page upon a user's request, rewrites said second URL to be linked to said first URL if the second URL requested by the user is found in said URL information stored in the compensation-granting database, and transmits said rewritten URL to the user terminal; a history database for storing deal information including information related to the access to the portal site server by the user; and a compensation-granting unit for granting compensation to the user based on the deal information stored in the history database.

These features are amply supported by the embodiments disclosed in the written description. (*See, e.g.*, Specification: par. [0064]-[0067]; par. [0120]-[0123]; and FIGS. 1 and 18). By way of review, the present invention is directed to a system in which transactions are performed among three entities, an insurance company, a member store and a user, i.e., among a portal site server, a member store web page, and a user terminal. The user accesses

the insurance-providing portal site server to purchase merchandise from the member store web page. The insurance-providing portal site server authenticates the user and provides the user access to the member store web page. Insurance is granted to the user by insurance-providing portal site server for purchasing the merchandise on the member store web page.

Specifically, the member store pays basic premium to the insurance company to insure merchandise sold at the member store, the user pays for the merchandise to the member store, and the insurance company, which operates the insurance-providing portal site server, grants insurance for purchasing the merchandise on the member store. Thereafter, the insurance company makes an insurance payment to the user when an accident or trouble occurs (*See, e.g.*, Specification: par. [0066]). The compensation paid by the insurance company, which operates the insurance-providing portal site server, to the user is based on the premium payment from the member stores.

Applicants respectfully submit that, despite the Examiner's contentions, the asserted reference is incapable of teaching or suggesting each and every element of claim 37, including the features identified above.

In particular, Bell '606 discloses a system that includes a plurality of merchant servers **14a-14c**, a plurality of clients **16a-16c**, and a merchant loyalty server **12**. (*See, Bell '606*: col. 2, lines 36-38; Fig. 1). The merchant loyalty server **12** sends a free benefit or gift certificate to the customer for redemption. (*See, Bell '606*: col. 3, lines 49-50). This free benefit or gift certificate is regarded as a customer loyalty benefit offer related to the business of the merchant web site. (*See, Bell '606*: col. 1, lines 56-57).

In the case of insurance as a benefit, according to the citations referred to by the Examiner, the customer loyalty benefit offer is insurance, which means that the merchant is regarded as an insurance company. (*See, Bell '606*: col. 4, lines 11-51). Further, as the Examiner states that the "Merchant Loyalty Server" corresponds to the claimed compensation-granting portal site server on the Internet and can be operated by an insurance company such that member/merchant stores make payments to the merchant loyalty server for providing insurance coverage to the user. (*See, Office Action*: page 3, lines 10-13). As can be seen from the foregoing, all of the merchant servers **14a-14c** and the merchant loyalty sewer **12** are operated by the same insurance company.

In dramatic contrast, however, the claimed invention requires an insurance company and a member store to be different, so that the member store pays premium to the insurance company. If the member store is identical to the insurance company, the configuration that the member store pays premium to the insurance company would not make any sense. Because of the configuration, the customer can obtain compensation when he/she claims for damages on the merchandise. If it were not for the system of the claimed invention, each merchant could not react to the customer's claim for damages because the merchant alone cannot afford to pay such compensation.

Moreover, the Examiner states that the loyalty web site corresponds to the claimed compensation granting portal site server and the first URL employs a rewriting unit to rewrite the URL of a merchant server linked to it by Hyperlink protocol and transmits this merchant server website that is the URL of the merchant server to the customer when the customer clicks "I Accept" button 32. (*See*, Office Action: page 4, lines 4-8 of the Office Action).

However, Bell '606 specifically discloses that when the customer clicks on the offer 22 that appeared in banner ad 22, code or hypertext, the customer is brought to a merchant loyalty site 30. (*See*, Bell '606: col. 2, line 65 to col. 3, line 2). This means that the first URL of the merchant loyalty server 12 is originally presented to the customer on the web site 20 having a second URL. The second URL of the web site can not be regarded as being rewritten. This is also obvious from Fig. 2 depicting "Widgetz.com" representing the second URL of the web site 20, while Fig. 3 shows "Widgetzloyalty.com" representing the first URL of the loyalty site 30. The site graphics 31 may have the same "look and feel" as the merchant's web site, but the URLs shown to the customer are originally different and not rewritten.

Furthermore, the portal site server's URL rewriting unit of the claimed invention rewrites the second URL if the second URL is found in the URL information stored in the compensation-granting database. It should be noted that the user or customer first accesses the portal site – not the merchant's site. Because the claimed invention allows the customer to only access to the portal site server, the customer does not need to access to each of the member store servers.

In contrast, Bell '606 specifically and clearly discloses that the customer first accesses the merchant's web site 20 and then is redirected to the loyalty site 30. (See, Bell '606: col. 3, lines 1-9). As such, the customer always needs to access each of the merchant web sites.

Thus, for at least these reasons, Applicant submits that none of the asserted references are capable of rendering claim 37 unpatentable. As such, claim 37 is clearly patentable.

Furthermore, because independent claim 38 recites patentable features similar to claim 37, claim 38 is patentable for at least the reasons presented relative to claim 37. And, because claims 40-42 depend from claim 37, claims 40-42 are patentable at least by virtue of dependency as well as for their additional recitations.

Accordingly, the immediate withdrawal of the rejections under §102(e) and §103(a) is respectfully requested.

II. Conclusion.

All matters having been addressed and in view of the foregoing, Applicant respectfully requests the entry of this Amendment, the Examiner's reconsideration of this application, and the immediate allowance of all pending claims.

Applicant submits that the entry of this Request is proper under 37 C.F.R. §1.116 as there are no claim changes that would require any further consideration or searches.

Applicant's representative remains ready to assist the Examiner in any way to facilitate and expedite the prosecution of this matter. If any point remains in issue which the Examiner feels may be best resolved through a personal or telephone interview, please contact the undersigned at the telephone number listed below.

Please charge any fees associated with the submission of this paper to Deposit Account Number **03-3975**.

The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Respectfully Submitted,

**PILLSBURY WINTHROP
SHAW PITTMAN LLP**



E. Rico HERNANDEZ
Reg. No. **47641**
Tel. No. 703.770.7788
Fax No. 703 770.7901

Date: December 28, 2007
P.O. Box 10500
McLean, VA 22102
(703) 770-7900